

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
EL PASO DIVISION

LOS FIERRO CONSTRUCTION, INC.,

Plaintiff,

v.

VENESCO CONSTRUCTION  
MANAGEMENT,

Defendant.

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§  
§

Cause Number: 19-CV-315

**VENESCO CONSTRUCTION MANAGEMENT'S**  
**NOTICE OF REMOVAL**

Venesco Construction Management ("Venesco") files this Notice of Removal pursuant to 28 U.S.C. § 1441. By removing this case, Venesco does not waive, and expressly reserves, any claims and defenses available to Venesco.

1. Venesco is named as the only defendant in a civil suit styled *Los Fierro Construction, Inc. v. Venesco Construction Management*, filed and pending in the 327th Judicial District Court of El Paso County, Texas and identified as cause number 2019DCV3724 (hereinafter referred to as the "State Court Action"). As required by 28 U.S.C. § 1446(a), certified copies of Docket Sheet and all process, pleadings, and orders served upon Venesco in the State Court Action are attached to this notice as Exhibit A.

2. The State Court Action was filed by Plaintiff Los Fierro Construction, Inc. ("Plaintiff") on September 18, 2019. The State Court Action arises out of a construction project for a United States Consulate building situated in Ciudad Juarez in the State of Chihuahua, Mexico. (See Pl.'s Orig. Pet. ¶¶ 2-3). In its Original Petition, Plaintiff has alleged claims for

quantum meruit and fraud. (*Id.* at ¶¶ 12-13). Plaintiff has demanded in its Original Petition a trial by jury. (*Id.* at ¶ 14).

3. On October 1, 2019, the Texas Secretary of State received the citation and Plaintiff's Original Petition filed in the State Court Action. On October 2, 2019, the Texas Secretary of State forwarded copies of the citation and Plaintiff's Original Petition. On October 7, 2019, Venesco received the citation and Plaintiff's Original Petition. This notice is therefore timely under 28 U.S.C. § 1446(b), as it is being filed (i) within thirty (30) days from the date of Venesco's first receipt of the initial pleading stating grounds upon which this Court has jurisdiction over the matter and upon which this removal has therefore been properly based, and (ii) within one year after commencement of the State Court Action.

4. This Court has subject-matter jurisdiction pursuant to 28 U.S.C. § 1332 because this is a civil action in which the parties are citizens of different states and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

5. Plaintiff was at the time the State Court Action was commenced, and is now, a corporation organized under the laws of the State of Texas with its principal place of business in El Paso, Texas (*see* Pl.'s Orig. Pet. ¶ 1), while Venesco was at the time the State Court Action was commenced, and is now, a limited liability company organized under the laws of the State of Virginia with its principal place of business in the State of Virginia. Venesco's sole member is Simran Singh, and she is domiciled in Virginia. Venesco was not at the time the State Court Action was commenced, and is not now, a citizen of the State of Texas or a business entity organized under the laws of the State of Texas. Based on the citizenship of the parties, there is complete diversity of citizenship for purposes of diversity jurisdiction.

6. The amount in controversy also exceeds \$75,000, as evidenced on the face of Plaintiff's Original Petition. Plaintiff alleges in its Original Petition that it "seeks to recover monetary compensation of over \$200,000 but not to exceed \$1,000,000." (*See* Pl.'s Orig. Pet. ¶ Introduction).

7. Removal to this Court is pursuant to 28 U.S.C. § 1446(a) because the state court where the State Court Action was filed and pending is located within this district and division.

8. Concurrent with the filing of this Notice of Removal, Venesco is providing notice of this removal to Plaintiff's counsel and is filing a copy of this notice with the Clerk of the court in which the State Court Action was filed and pending, the District Clerk of El Paso County, Texas, in accordance with 28 U.S.C. § 1446(d).

For these reasons, Venesco respectfully requests that the entire State Court Action proceed in this Court as an action properly removed thereto.

Submitted this 30th day of October, 2019.

**SCOTTHULSE<sup>PC</sup>**  
One San Jacinto Plaza  
201 E. Main Drive, Suite 1100  
El Paso, Texas 79901  
(915) 533-2493  
(915) 546-8333 Telecopier

By: /s/ Robert R. Feuille

**ROBERT R. FEUILLE**

State Bar No. 06949100

[bfeu@scotthulse.com](mailto:bfeu@scotthulse.com)

**MELISSA A. BAEZA**

State Bar No. 24063569

[mbae@scotthulse.com](mailto:mbae@scotthulse.com)

Attorneys for Venesco

Construction Management

**CERTIFICATE OF SERVICE**

I hereby certify that on October 30, 2019, a true and correct copy of this document was served on the following attorney for Plaintiff by certified mail, return receipt requested:

Steven C. James  
Steven C. James Attorney PLLC  
521 Texas Ave.  
El Paso, Texas 79901  
[steve@stevencjames.com](mailto:steve@stevencjames.com)  
Attorney for Los Fierro Construction, Inc.

/s/ Robert R. Feuille

**ROBERT R. FEUILLE**



# EXHIBIT A

## State Court Pleadings

# **CASE SUMMARY** **CASE NO. 2019DCV3724**

Los Fierro Construction, Inc.  
 VS  
 Venesco Construction Management

§  
 §  
 §  
 §

Location: 327th District Court  
 Judicial Officer: Chew, Linda  
 Filed on: 09/18/2019

## **CASE INFORMATION**

Case Type: Other Civil

## **DATE**

## **CASE ASSIGNMENT**

### **Current Case Assignment**

Case Number	2019DCV3724
Court	327th District Court
Date Assigned	09/18/2019
Judicial Officer	Chew, Linda

## **PARTY INFORMATION**

**Plaintiff**      **Los Fierro Construction, Inc.**

*Lead Attorneys*  
**JAMES, STEVEN C**  
*Retained*  
 915-543-3234(W)

**Defendant**      **Venesco Construction Management**


## **DATE**

## **EVENTS & ORDERS OF THE COURT**


## **INDEX**

### **EVENTS**

09/18/2019      Original Petition (OCA)

09/18/2019       E-File Event Original Filing  
                          *PLAINTIFF'S ORIGINAL PETITION / EA*

### **SERVICE**

09/24/2019      **Citation**  
                           Venesco Construction Management  
                          Served: 10/01/2019  
                          Response Due: 10/28/2019  
                          /PLACED IN BOX FOR AA USA/SA

## **DATE**

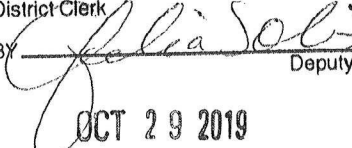
## **FINANCIAL INFORMATION**

**Plaintiff** Los Fierro Construction, Inc.  
 Total Charges  
 Total Payments and Credits  
**Balance Due as of 10/29/2019**

315.00  
 315.00  
 0.00

A TRUE COPY, I CERTIFY  
 NORMA FAVELA BARCELEAU  
 District Clerk

BY

  
 Deputy

**OCT 29 2019**

PAGE 1 OF 1



Printed on 10/29/2019 at 4:13 PM

LOS FIERRO CONSTRUCTION, INC.,

Plaintiff,

vs.

VENESCO CONSTRUCTION  
MANAGEMENT,

Defendant.

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Cause No: 2019DCV \_\_\_\_\_

**PLAINTIFF'S ORIGINAL PETITION**

TO THE HONORABLE COURT:

COME NOW Plaintiff Los Fierro Construction, Inc. and files this its Plaintiff's Original Petition over and against Defendant Venesco Construction Management. This is a level three lawsuit. Plaintiffs seeks to recover monetary compensation of over \$200,000 but not to exceed \$1,000,000.

**I  
PARTIES**

1. Plaintiff Los Fierro Construction, Inc. is a Texas corporation with its principal place of business in El Paso, El Paso County, Texas.

2. Defendant Venesco Construction Management is a company that is not authorized to do business in the State of Texas although it negotiated with Los Fierro in El Paso, Texas to complete a job on the U.S. Consulate in Juarez, Chihuahua, Mexico. It may be served with process by serving duplicate copies of the process on the Texas Secretary of State by certified mail sent to Service of Process, Secretary of State, 1019 Brazos, Rm. 105, Austin, Texas 78701. The Texas Secretary of State shall thereafter serve Venesco Construction Management by mailing a copy of the process to it at its home office address of 14801 Murdock Street, Suite 130, Chantilly, Virginia 20151.



## II STATEMENT OF FACTS

3. In December 2018 Los Fierro Construction submitted a proposal, as requested by Venesco to complete certain work on the U.S. Consulate project in Ciudad Juarez, Chihuahua, Mexico. A true and correct copy of the proposal is attached hereto as Exhibit "1". It called for an agreement price of \$438,000.

4. The proposal also called for 30% payment of the agreement price in advance with another 20% to be paid when the materials and equipment were in place. Venesco represented that Los Fierro was to proceed and Los Fierro began providing labor and obtaining materials.

5. Venesco, however, never intended to make the promised advance 30% payment and the promised 20% payment when labor and materials were in place. Los Fierro was never paid any sum for labor after months of work and was only paid a portion of what it paid out for materials.

6. In or about in January 8, 2019 Venesco Construction Management presented a Subcontract Agreement to Los Fierro. Los Fierro signed it and initialed the pages. Interestingly, the signature page called for a signature by Venesco EMR Joint Venture, a company unknown to Los Fierro. In any event, neither Venesco Construction Management or Venesco EMR Joint Venture ever signed the agreement or initialed it and provided it to Los Fierro.

7. There is no written agreement signed between the parties. But, Los Fierro provided extensive labor and materials and Venesco Construction Management clearly understood that Los Fierro expected to be paid for those materials.

8. As July 2019 approached Los Fierro could simply no longer work for free and Venesco Construction Management was becoming difficult in accepting pay applications and issuing change orders for changes it demanded. Los Fierro withdrew most of its workforce. Although Los Fierro



expressed its desire to return to work, it requested to be paid for labor done, at least.

9. All necessary notices have been given and all conditions precedent have been satisfied prior to the filing of this lawsuit.

10. Venesco Construction Management's attorneys refused to pay anything for labor to Los Fierro and purported to terminate its relationship with Los Fierro.

11. Plaintiff has hired the undersigned counsel and has agreed to pay him a reasonable and necessary attorneys fee.

### **III CAUSES OF ACTION**

12. Los Fierro Construction, Inc. hereby sues to recover in quantum meruit from Defendant Venesco Construction Management for the fair market value of the labor and materials provided for which no payment was made. Los Fierro is also entitled to recover its reasonable and necessary attorney's fees.

13. Los Fierro hereby sues Defendant for the fraud Defendant committed in inducing Los Fierro to perform the work and provide the materials it provided. The fraud was the proximate cause of the out-of-pocket expenses incurred, lost profits, and unpaid amounts. Because it is fraud punitive damages should be assessed against Defendant. The damages sought herein are within the jurisdictional limits of the Court.

### **IV JURY DEMAND**

14. Plaintiff Los Fierro Construction, Inc. respectfully demands a trial by jury.

WHEREFORE, PREMISES CONSIDERED, Plaintiff Los Fierro Construction, Inc. respectfully prays that Defendant Venesco Construction Management be cited to appear and answer.



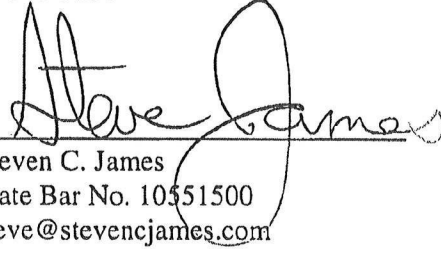


herein and that following a jury trial a judgment be entered in Plaintiff's favor over and against Defendant for its actual damages, punitive damages, reasonable and necessary attorneys fees, interest allowed by law, costs of court and such other and further relief to which it may show itself to be justly entitled.

Respectfully submitted,

**STEVEN C. JAMES ATTORNEY PLLC**  
521 Texas Avenue  
El Paso, Texas 79901  
Tel. (915) 543-3234  
Fax (915) 543-3237

By:

  
Steven C. James  
State Bar No. 10551500  
steve@stevencjames.com

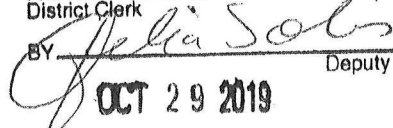
Attorney for Plaintiffs

FierroConstruction\Venesco Const.\Plead\Plaintiffs Original Petition

A TRUE COPY, I CERTIFY  
NORMA FAVELA BARCELEAU  
District Clerk

BY

Deputy

  
OCT 29 2019



## Los Fierro Construction Inc.

Customer: VENESCO

Contact: Diego Navarro

Phone Number: (+521) 6642869124 (571)2793817 USA

Date: 12/04/2018

e-mail: dnavarro@venesco-cm.com

Reference: PROPOSAL

Project: Sewer and Water Lines US Consulate, Marine Security Guard Activation, CD Juarez

Place: Ciudad Juarez, CHL.

Valid for: 30 Days

Author: Manuel Fierro Gardea V.P.

Currency: USD

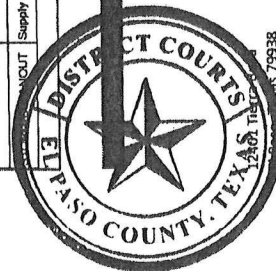


Currency: USD									
Sewer and Water Lines US Consulate, Marine Security Guard Activation, Ciudad Juarez									
e-mail: chavarrro@venesco-cm.com									
Clavo	Description	Unit	Qty	UP Material	UP Labor	UP Test	Total Material	Total Labor	Total Test
Sanitary Sewer Line C311									
SAN-PVC-4"GS	Supply of Materials and Labor, Charlotte Pipe 4-in x 20-ft Sewer Main PVC SDR-35 Includes everything for installation	LF	21.66	\$ 22.22	\$ 37.48	\$ 8.38	\$ 481.22	\$ 811.87	\$ 181.46
SAN-BEND45-PVC-4"GS	Supply of Materials and Labor, Bend 45° 4-in x Sewer Main PVC SDR-35 Includes everything for installation	EA	2.00	\$ 23.09	\$ 38.96	\$ 8.71	\$ 46.18	\$ 77.92	\$ 17.42
SAN-PVC-2"GS	Supply of Materials and Labor, Charlotte Pipe 2-in x 20-ft Sewer Main PVC SDR-35 Includes everything for installation, no aggregates are included.	LF	508.00	\$ 21.51	\$ 36.28	\$ 8.11	\$ 10,881.56	\$ 18,356.28	\$ 4,103.15
SAN-BEND45-PVC-2"GS	Supply of Materials and Labor, Bend 45° 2-in x Sewer Main PVC SDR-35 Includes everything for the installation	EA	9.00	\$ 21.93	\$ 37.00	\$ 8.27	\$ 197.38	\$ 332.95	\$ 74.43
SAN-MH02	Supply of Materials and Labor, 48" MH-02 Pump Station Includes everything for installation	EA	1.00	\$ 2,522.50	\$ 4,255.71		\$ 2,522.50	\$ 4,255.71	
Total				\$ 42,342.05					
Domestic Water C310									
DWA1-PVC-2"GS	Supply of Materials and Labor, Pipe 2-in x 20-ft PVC800 Pipe Blue Includes everything for installation	LF	460.00	\$20.08	\$33.87	\$7.57	\$9,235.40	\$15,581.03	\$3,482.43
DWA1-BEND45-PVC-2"GS	Supply of Materials and Labor, Bend 45° x 2-in PVC Pipe C-800 Blue Includes everything for installation	EA	8.00	\$24.30	\$40.99	\$9.16	\$194.38	\$327.94	\$73.30
2" G-VALVE	Supply of Materials and Labor, 2" Gate Valve, Includes everything for installation	EA	1.00	\$1,692.67	\$2,655.71	\$51.02	\$1,692.67	\$2,655.71	\$51.02
Total				\$ 33,493.88					
Hydrant and Fire Water C312									
Fire HYD	Supply of Materials and Labor, Fire Hydrant, Includes everything for installation.	EA	3.00	\$5,046.05	\$8,513.18	\$46.82	\$15,138.16	\$25,539.55	\$140.76
Fire HYD-REM	Supply of Materials and Labor, Relocated Fire Hydrant, Includes everything for installation.	EA	1.00	\$2,705.34	\$4,584.17	\$34.80	\$2,705.34	\$4,584.17	\$34.80
POST-IND-VAL	Supply of Materials and Labor, Post Indicator Valve, Includes everything for installation.	EA	1.00	\$2,435.23	\$4,108.47	\$20.70	\$2,435.23	\$4,108.47	\$20.70
Total				\$ 54,987.29					
Storm Drainage C122									
12"HDPE-DRAIN	Supply of Materials and Labor, 12" Dual Wall - HDPE Pipe, Includes everything for installation.	LF	937.00	\$24.21	\$40.85	\$9.13	\$22,688.50	\$38,277.88	\$8,555.28
STORMTECH	Labor, Storm Drain, Includes: excavation, compaction, movement of excavation material within the work, filling with excavation material and gravel	LF	894.00		\$50.90	\$11.38		\$45,503.08	\$10,170.14
STORMCHAMBERS-SC740	Supply of Materials and Labor, SC-740 Stormtech HDPE	LF	894.00	\$41.73			\$37,302.37		\$37,302.37
STORM-MH	Supply of Materials and Labor, 48" Storm Drain MH, Includes everything for installation.	EA	9.00	\$2,522.50	\$4,255.71		\$22,702.51	\$38,301.36	\$81,003.87
STORM-INLET	Supply of Materials and Labor, Storm Drain Inlet, Includes everything for installation.	EA	4.00	\$7,184.02	\$12,120.14		\$28,736.07	\$48,480.56	\$77,218.62
STORM-OUT	Supply of Materials and Labor, Storm Cleanout, Includes everything for installation.	EA	5.00	\$515.08	\$869.00		\$2,575.44	\$4,345.01	\$6,920.45
Total				\$ 307,638.38					
Total Material							\$ 159,555.03	\$ 251,721.51	\$ 26,504.98
Total Labor								\$ 438,161.52	
Total Test									\$ 438,161.52

EXHIBIT

"1"

PERGAD 000-631-6989



Phone (915)313-2988

## Los Fierro Construction Inc.

### EXPLANATORY NOTES

This proposal is considered by package, any change to it will be canceled.

This proposal has a validity of 30 calendar days.

We are considering continuous work in construction in days of 8 hrs. 5 days a week, in case of not being able to work by request of the client or activities of the US Consulate, the dead times will be added with the corresponding costs.

All hydraulic material that is required in addition to the stone aggregates is considered for this proposal. We are only considering labor for installation of the pump station, the equipment and materials of this will be supplied by the client.

This is considered earth movements product of excavation and filling with approved bank material

We are not considering any procedure with the Mexican authorities for this reason if one is required, it will be added to this proposal or paid for by the client.

We are not considering any procedure with the Mexican authorities or unions, for this reason if any is required, it will be added to this proposal or paid for by the client.

### INSTALLATION.

The installation time for this project will be 4 months without setbacks.

This work is done with the standards and quality (ASTM) that is required in the United States Of America and other parts of the world.

The connections, pipes and materials will be approved and with the specifications required for each application, so technical data sheets will be delivered to guarantee them.

During and in the work there will always be a professional responsible to answer any questions you may have about the installation.

It will require a place on site for the storage of materials, tools and machinery of the project.

### SECURITY.

Our work resident is trained in OSH law and OSHA safety regulations from the USA, to carry out supervisory tasks.

During the work we will implement the knowledge about safe work, in order not to add more risks to the project.

### WAY TO PAY

30% down payment.

20% when the materials and equipment are in place.

40% advance estimates biweekly or monthly.

10% final when the work is delivered and the acceptance letter is signed.

Acceptance date

Sincerely

Manuel Fierro  
Vice President

Signature





# THE STATE OF TEXAS

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you, or your attorney, do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you."

TO: **Venesco Construction Management**, who may be served with process by serving duplicate copies of process on the Texas Secretary of State by certified mail sent to Service of Process, Secretary of State at 1019 Brazos, Rm 105, Austin, TX 78701, the Secretary of State shall thereafter serve Venesco Construction Management by mailing a copy of the process to it at its home office at, 14801 MURDOCK STREET, SUITE 130, CHANTILLY, VA 20151

Greetings:

You are hereby commanded to appear by filing a written answer to the Plaintiff's Original Petition at or before ten o'clock A.M. of the Monday next after the expiration of twenty days after the date of service of this citation before the Honorable **327th District Court**, El Paso County, Texas, at the Court House of said County in El Paso, Texas.

Said Plaintiff's Petition was filed in said court on this the 18<sup>th</sup> day of September, 2019, by Attorney at Law STEVEN C JAMES 521 TEXAS AVE EL PASO TX 79901 in this case numbered **2019DCV3724** on the docket of said court, and styled:

**Los Fierro Construction, Inc.**  
**VS**  
**Venesco Construction Management**

The nature of Plaintiff's demand is fully shown by a true and correct copy of the Plaintiff's Original Petition accompanying this citation and made a part hereof.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal of said Court at El Paso, Texas, on this the 24<sup>th</sup> day of September, 2019.

Attest: NORMA FAVELA BARCELEAU, District Clerk, El Paso County, Texas.

CLERK OF THE COURT  
**NORMA FAVELA BARCELEAU**  
District Clerk  
El Paso County Courthouse  
500 E. San Antonio Ave, RM 103  
El Paso Texas, 79901

By *Stephanie V. Aguilar*, Deputy  
Stephanie V. Aguilar

## CERTIFICATE OF DELIVERY BY MAIL

I hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, at \_\_\_\_\_ I mailed to

ATTACH  
RETURN RECEIPTS  
WITH

ADDRESSEE'S SIGNATURE

Rule 106 (a) (2) the citation shall be served by mailing to the defendant by Certified Mail Return receipt requested, a true copy of the citation Sec. 17.027 Rules of Civil Practice and Remedies Code if not prepared by Clerk of Court.

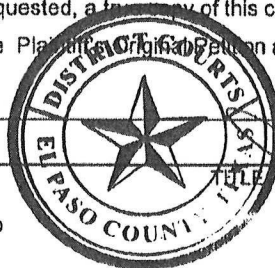
Defendant(s) by registered mail or certified mail with delivery restricted to addressee only, return receipt requested, a true copy of this citation with a copy of the Plaintiff's Original Petition attached thereto

\*NAME OF PREPARER \_\_\_\_\_ TITLE \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_

A TRUE COPY, I CERTIFY  
**NORMA FAVELA BARCELEAU**  
District Clerk

BY *Stephanie V. Aguilar* Deputy

OCT 29 2019



NORMA FAVELA BARCELEAU  
DISTRICT CLERK  
2019 SEP 24 PM 1:13  
EL PASO COUNTY, TEXAS

RETURN OF SERVICE

Delivery was completed on \_\_\_\_\_, delivered to \_\_\_\_\_  
\_\_\_\_\_ as evidence by Domestic Return Receipt PS Form 3811  
attached hereto.

The described documents were not delivered to the named recipient. The certified mail envelope was returned  
undelivered marked \_\_\_\_\_.

This forwarding address was provided: \_\_\_\_\_

El Paso County, Texas

By: \_\_\_\_\_

Deputy District Clerk

OR

\_\_\_\_\_  
Name of Authorized Person

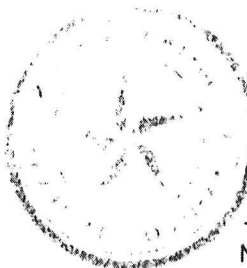
By: \_\_\_\_\_

VERIFICATION BY AUTHORIZED PERSON

State of Texas

County of El Paso

Before me, a notary public, on this day personally appeared \_\_\_\_\_, known to me to be the person  
whose name is subscribed to the foregoing Return of Service, and being by me first duly sworn, declared, "I am  
disinterested party qualified to make an oath of that fact and statements contained in the Return of Service and true and  
correct."



Subscribed and sworn to be on this \_\_\_\_ day  
of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_





RETURN OF SERVICE

Delivery was completed on 10-1-2019, delivered to Texas Secretary of State in behalf of Vanesco Construction management as evidence by Domestic Return Receipt PS Form 3811 attached hereto.

The described documents were not delivered to the named recipient. The certified mail envelope was returned undelivered marked \_\_\_\_\_.

This forwarding address was provided: 7017107000024966160

El Paso County, Texas

By: \_\_\_\_\_  
~~Deputy District Clerk~~

OR

Name of Authorized Person

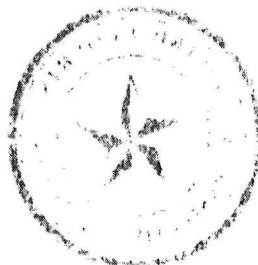
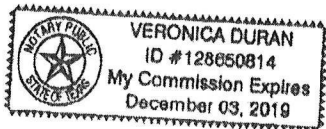
By: Kathryn Aziz

VERIFICATION BY AUTHORIZED PERSON

State of Texas

County of El Paso

Before me, a notary public, on this day personally appeared Kathryn Aziz, known to me to be the person whose name is subscribed to the foregoing Return of Service, and being by me first duly sworn, declared, "I am disinterested party qualified to make an oath of that fact and statements contained in the Return of Service and true and correct."



Subscribed and sworn to be on this 22 day of October, 2019

[Signature]

Notary Public, State of TXE KATS  
 My commission expires: 12-03-2019



A TRUE COPY, I CERTIFY  
 NORMA FAVELA BARCELEAU  
 District Clerk  
 BY [Signature]  
 Deputy

OCT 29 2019

FILED  
 NORMA FAVELA BARCELEAU  
 DISTRICT CLERK  
 OCT 22 AM 10:25  
 EL PASO COUNTY, TEXAS

10-1-19

## THE STATE OF TEXAS

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The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal of said Court at El Paso, Texas, on this the 24<sup>th</sup> day of September, 2019.

Attest: NORMA FAVELA BARCELEAU, District Clerk, El Paso County, Texas.

CLERK OF THE COURT  
**NORMA FAVELA BARCELEAU**  
District Clerk  
El Paso County Courthouse  
500 E. San Antonio Ave, RM 103  
El Paso Texas, 79901

By *Stephanie V. Aguilar*, Deputy  
Stephanie V. Aguilar

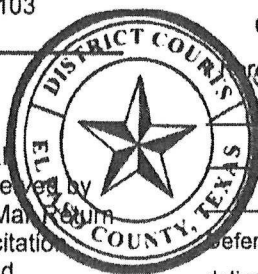
## CERTIFICATE OF DELIVERY BY MAIL

I hereby certify that on the 27<sup>th</sup> day of September, 2019, at 226 I mailed to pm  
1019 Brazos Rm 105  
Austin TX 78701  
defendant(s) by registered mail or certified mail with delivery restricted to addressee only, return receipt requested, a true copy of this citation with a copy of the Plaintiff's Original Petition attached hereto.

ATTACH  
RETURN RECEIPTS  
WITH  
ADDRESSEE'S SIGNATURE  
Rule 106 (a) (2) the citation shall be served by mailing to the defendant by Certified Mail, return receipt requested, a true copy of the citation. Sec. 17.027 Rules of Civil Practice and Remedies Code if not prepared by Clerk of Court.

NAME OF PREPARER TITLE  
ADDRESS  
CITY STATE ZIP

*Kathryn G. [Signature]*  
*Proctor [Signature]*  
TITLE



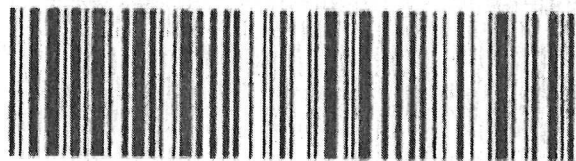


**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Secretary of State  
 1019 Blazes Rm 105  
 Austin, TX 78701



9590 9402 4171 8092 0209 61

2. Article Number (Transfer from service label)

7017 1070 0000 2446 6160

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

TX Comptroller Mail

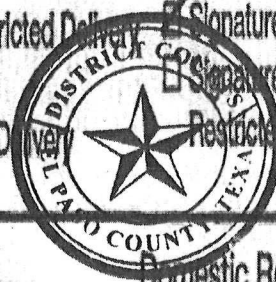
OCT 01 2019

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☒ Signature Confirmation™☒ Signature Confirmation Restricted Delivery

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USPS TRACKING #



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

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United States  
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

KATHRYN AZIZ  
1409 MURCHISON DR.  
EL PASO, TEXAS 79902

